

LYNX Oversight Committee Agenda

Meeting Date: 10/23/2019
Meeting Time: 10:30 AM

Central Florida Regional Transportation Authority
455 N. Garland Ave.
2nd Floor Open Space
Orlando, FL 32801

As a courtesy to others, please silence all electronic devices during the meeting.

1. Call to Order

2. Approval of Committee Minutes



Oversight Committee Minutes 09.30.19

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3. Public Comments

- Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.

4. Chief Executive Officer's Report



5. Finance & Audit Committee Report



6. Committee Consent Agenda Items


- A.  Authorization to Release a Request for Proposal (RFP) for Security Services or Piggyback with an Existing Contract Pg 7
- B.  Authorization to Extend Piggybacking Agreement for Security Guard Services with G4S Secure Services USA, Inc. through June 15, 2020 Pg 8
- C.  Authorization to Exercise Option Term 2 on Contract #15-C13 with DoubleMap, Inc. Pg 9
- D.  Authorization to Execute a Piggybacking Agreement from Orange County Contract Number Y19-1032 for Healthcare Benefits Consultant Services Pg 11
- E.  Authorization to Exercise the First Option Year for Third Party Claims Administration Services Contract 17-C10 Preferred Government Claims Solutions (PGCS) and Increase the Contract Not-to-Exceed Amount (NTE) to \$915,000. Pg 13
- F.  Authorization to Execute MetroPlan Orlando's FY2019-2020 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement for Transit Planning Projects and the Florida Commission for Transportation Disadvantaged Funding in the Amount of \$700,000 Pg 14


-Attachments 

7. Committee Discussion Items

- A.  New Legislation Regarding Auditor Selection Pg 30
-Attachments 

- B.  Cherry Bekaert Presentation on FY2019 Audit Plan Pg 36
-Attachments 

- C.  Pass Program Policy Pg 45

- D.  Presentation of Mobility Services Policy Level Options for FY2020 Budget Mitigation Pg 46

8. Other Business

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Benjamin Gonzalez at 455 N. Garland Ave, Orlando, FL 32801 (407) 254-6038, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

LYNX
Central Florida Regional Transportation Authority
Oversight Committee Meeting Minutes

PLACE: **LYNX Central Station**
 455 N. Garland Avenue
 2nd Floor, Open Space Conference Room
 Orlando, FL 32801

DATE: **September 30, 2019**

TIME: **10:30 a.m.**

Members in Attendance:

Viviana Janer, Chair, Osceola County
Billy Hattaway, City of Orlando
Renzo Nastasi, Orange County
Jo Santiago, FDOT

Staff Members in Attendance:

James E. Harrison, Chief Executive Officer
Bert Francis, Chief Financial Officer
William Slot, Chief Innovation and Sustainability Officer

Members Absent:

Lee Constantine, Seminole County

1. Call to Order

The meeting was called to order at 10:32 p.m.

2. Approval of Minutes

A motion to approve the August 22, 2019 Oversight Committee meeting minutes was made by Renzo Nastasi and seconded by Jo Santiago. Motion carried unanimously.

3. Public Comments

No one requested to address the committee.

4. Chief Executive Officer's Report

Jim Harrison, Chief Executive Officer announced that he will bring the board schedule for the new 2020 calendar year to the December Board Meeting. We will work with the scheduling staff to keep the meetings at the 4th Thursday of the month.

Mr. Harrison announced that the Florida Public Transit Association awarded the LYNX Safety Team for Bus Safety Excellence and the LYNX Marketing Team earned three first place Marketing Awards and a second place recognition for campaigns during the past year.

Mr. Harrison said that he was very proud of the LYNX team for their leadership during Hurricane Dorian. LYNX activated its Emergency Operations Center to support their operations and those EOCs of the partners. LYNX did not curtail or cancel any fixed route services.

All of the Consent Agenda Items on this Committee will be presented to the Board as well as the Operating and Capital Budget for FY2020, and the Service Funding Agreements with the Regional Funding Partners and the Municipal Funding Partners. In addition, there are also Bus Service agreements on the Board Agenda for Econ River High School, Reedy Creek Improvement District and Lake County.

Jeff Reine, Senior Project Manager, will provide a presentation on the Bus Shelters.

5. Finance & Audit Committee Report

Amanda Clavijo, Finance and Audit Chair reported that the Finance and Audit Committee approved all of the items that were on their agenda at their last meeting on Thursday, September 19, 2019. The Finance and Audit Committee also heard the presentation on the bus shelters.

Ms. Clavijo noted that they did not see the latest financials, but LYNX staff confirmed they did not utilize the full \$6.5 million dollars they anticipated using from the reserves.

6. Committee Consent Agenda Items

Chair Janer requested a motion to approve consent agenda items 6.A. through 6.O.

- A. Authorization to Enter into a Sole Source Agreement with Trapeze Software Group, Inc. to Upgrade Mobile Data Terminals and Associated Hardware for an Amount Not to Exceed \$959,118
- B. Authorization to Approve Insurance Renewal
- C. Authorization to Transfer One (1) Revenue Vehicle to The Opportunity Center for the 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program
- D. Authorization to Transfer Two (2) Revenue Vehicles to The Good Samaritan Society, a 501(c) (3) Non-Profit, Private Charitable Organization
- E. Authorization to Execute a Contract with the Center for Transportation and the Environment for a Not-To-Exceed Amount of \$390,000 for Project Management and Technical Assistance on the Battery Electric Bus Electrification Project
- F. Authorization to Update the Longevity Program Policy.
- G. Authorization to Approve the Top Rate Increase Based on Wage Re-Opener with Amalgamated Transit Union (ATU) Local 1749
- H. Authorization to Solicit FY2020-2021 Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program
- I. Authorization to Initiate Public Outreach Process for Fiscal Year 2020 Proposed Service Changes

- J. Authorization to Issue a Contract to SPX d/b/a Genfare for Procurement of Fast Fare Fareboxes and Associated Hardware for Acceptance of Fare from Cash, Smart Cards, and Mobile Ticketing for an Amount Not to Exceed \$4,880,740
- K. Authorization to Release a Request for Proposal (RFP) for Auditing Services
- L. Authorization to Exercise the First Option Year for all Contracts Awarded by the Board on May 24, 2018 for Transportation Network Company Alternative Transportation for Mobility Services and Increase Contracts Not-to-Exceed Total by \$8,233,500 through the End of FY2020
- M. Authorization to Award Contract to Palmdale Oil Company Inc. for Fuel Delivery of Biodiesel through the End of FY2020
- N. Authorization to Award Contract to SEI Fuel Services Inc. for Fuel Delivery of Ultra Low Sulfur Diesel and 87 Octane Unleaded Gasoline through the End of FY2020
- O. Authorization to Execute Change Order #2 in the Amount of \$310,955 to McCree General Contractors & Architects, Inc. for the LOC Expansion Project

Billy Hattaway moved to approve Committee Consent Agenda items 6 A through 6.O.
Jo Santiago seconded. Motion passed unanimously.

7. Committee Action Item

A. Authorization to Enter into the FY2020 Service Funding Agreements with the Regional Funding Partners

Bert Francis, Chief Financial Officer stated the funding agreements are consistent with the budget as presented.

Renzo Nastasi moved to approve. Billy Hattaway seconded. Motion passed unanimously.

B. Authorization to Enter into the FY2020 Service Funding Agreements with the Municipal Funding Partners

Billy Hattaway moved to approve. Jo Santiago seconded. Motion passed unanimously.

C. Authorization to Execute Bus Service Agreements: 1.) #20-C001 with the Econ River High School – Greater Orlando Campus (SHS) in the Amount of \$203,213.25 for a Period of One (1) Year; 2.) #18-C145 with Reedy Creek Improvement District (RCID) in the Amount of \$342,995 for a Period of One (1) Year; and 3.) #18-C144 with Lake County in the Amount of \$283,500 for a Period of One (1) Year

Billy Hattaway moved to approve. Renzo Nastasi seconded. Motion passed unanimously.

8. Committee Information Items (for information purposes only)

A. Presentation on Bus Shelters

Jeff Reine, Senior Project Manager gave a presentation on the Bus Shelters. The presentation consisted of the history of the bus shelter program, the shelters per jurisdiction (Orange, Seminole, Osceola Counties), and the requirements for the shelter installation.

Mr. Reine further discussed the 2019-2020 Shelter and Amenities plan for Orange, Seminole, and Osceola County as well as the City of Orlando.

Commissioner Janer requested to see the other styles for the other spaces waiting on shelters.

Mr. Harrison will coordinate with the staff and discuss the locations where the shelters are needed and what designs are available.

Mr. Harrison continued by reviewing the board agenda. He stated that the consent agenda on the board was very much like the consent agenda from the Oversight Committee.

He proceeded reviewing the agenda, stating that under the Action Agenda, they are seeking approval of the Operating and Capital Budget for 2020. The Board of Directors had received a workshop on the budget and it has been vetted and approved by the Finance and Audit Committee as well as this Oversight Committee. He continued stating that under the Action Agenda, they are also requesting the Boards approval of the Service Funding Agreements with the Regional and Municipal partners as well as the Bus Service Agreements.

Commissioner Janer stated she had a discussion with Mr. Harrison about the TNC's, and the not to exceed amount of \$8.2 million dollars. She recommended that Mr. Harrison and his staff review the TNC process to ensure the best practice.

Mr. Harrison will report back to the committee with the results of the evaluation in time to make adjustments for next fiscal year's budget if necessary.

9. Other Business

The meeting adjourned at 11:08 a.m.

Certification of Minutes:

I certify that the foregoing minutes of the September 30, 2019 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X

Assistant

LYNX Oversight Committee Agenda

Oversight Committee Consent Agenda Item #6.A.

To: LYNX Oversight Committee

From: **Tellis Chandler**
Director Safety And Security
Tellis Chandler
(Technical Contact)

Phone: 407.841.2279 ext: 6154

Item Name: **Request for Proposal (RFP)**
Authorization to Release a Request for Proposal (RFP) for Security Services or Piggyback with an Existing Contract

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) or piggyback off an existing contract for Security Guard Services covering a three year period with two one-year options. Staff is requesting authorization to release a RFP, but will evaluate the option to piggyback off an existing contract, if it is more advantageous for the agency.

BACKGROUND:

Currently, Security Guard Services for the four LYNX facilities located at 4950 L.B McCloud Road, 2500 LYNX Lane, 455 North Garland Avenue and 100 N. Alaska Avenue are provided by G4S Secure Solutions, USA, Inc. under contract #18-C50. Contract#18-C50 was a Piggybacking Agreement off of the State of Florida Department of Management Services Contract 92121500-14-01 for Security Services. The contract will expire on December 15, 2019. The State is expected to extend the contract for an additional six months.

The RFP scope of work will require both uniformed and armed security guards 24 hours a day, 365 days a year providing surveillance, property and building security, occupant protection, crowd and traffic control, foot and vehicular patrols, and asset protection on an as needed basis.

FISCAL IMPACT:

LYNX staff included \$1,332,057 in the FY2020 Adopted Operating Budget for Security Services.

LYNX Oversight Committee Agenda

Oversight Committee Consent Agenda Item #6.B.

To: LYNX Oversight Committee

From: **Tellis Chandler**
Director Safety And Security
Warren Hersh
(Technical Contact)

Phone: 407.841.2279 ext: 6154

Item Name: Authorization to Extend Piggybacking Agreement for Security Guard Services with G4S Secure Services USA, Inc. through June 15, 2020

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend the Piggybacking Agreement #18-C50 through State of Florida Department of Management Services Contract #92121500-14-01 with G4S Secure Services USA, Inc. for security guard services for a not to exceed amount of \$700,000 through June 15, 2020.

BACKGROUND:

On September 22, 2016, the LYNX Board of Directors authorized the CEO to enter into security guard services contract with a private security agency currently under contract with the State of Florida Department of Management Services. Based on the Board's authority LYNX was able to secure security services through September 30, 2017, with G4S USA.

On December 17, 2017 the LYNX Board of Directors authorized the CEO to extend the Piggybacking Agreement with the State of Florida with G4S until December 15, 2019.

Staff has evaluated the current quality and value of services provided and has determined that G4S USA has continued to meet and/or exceed all performance expectations.

FISCAL IMPACT:

LYNX staff included \$1,332,057 in the FY2020 Adopted Operating Budget for Security Services.

LYNX Oversight Committee Agenda

Oversight Committee Consent Agenda Item #6.C.

To: LYNX Oversight Committee

From: **William Slot**
Chief Innovation Sustain Off
Kenneth Jamison
(Technical Contact)
Maurice Jones
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: **Request for Proposal (RFP)**
Authorization to Exercise Option Term 2 on Contract #15-C13 with DoubleMap, Inc.

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise Option Term 2 of Contract #15-C13 with DoubleMap, Inc. with a not-to-exceed amount of \$140,410. This would increase the not-to-exceed contract amount from \$1,611,980 to \$1,752,390 effective December 22, 2019.

BACKGROUND:

LYNX issued Contract #15-C13 to DoubleMap, Inc. dated August 11, 2015, for implementation of an Intelligent Transportation Systems Solution. This solution provides real-time trip reservations and vehicle location for on-demand transit services and is in the process of implementation on NeighborLink services.

On November 10, 2016, the Board approved contract Addendum 1 which added the development and implementation of the fixed route and ACCESS LYNX mobile applications. Addendum 1 was issued to add these additional services with an effective date of December 22, 2016. This resulted in one project with an annual renewal in August and one with an annual renewal in December. LYNX legal counsel worked with DoubleMap legal counsel to align both projects to an annual renewal date of December 22, starting in 2018. The contract modification uses the terminology "Option Term" for the new renewal periods to avoid confusion regarding the differing "Option Year" for each of the original work order periods.

LYNX Oversight Committee Agenda

The following annual maintenance and license charges will be incurred during Option Term 2 of Contract #15-C13:

\$ 25,540 – NeighborLink annual maintenance service

\$ 84,472 – Fixed route real-time information annual maintenance service

\$ 30,398 – ACCESS LYNX real-time information annual maintenance service

\$140,410 – Total Maintenance and license charges

FISCAL IMPACT:

LYNX staff included \$141,318 in the FY2020 Adopted Operating Budget for DoubleMap annual maintenance and license charges.

LYNX Oversight Committee Agenda

Oversight Committee Consent Agenda Item #6.D.

To: LYNX Oversight Committee

From: Terri Settington
Director Of Human Resources
Brian Anderson
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Request for Proposal (RFP)
Authorization to Execute a Piggybacking Agreement from Orange County
Contract Number Y19-1032 for Healthcare Benefits Consultant Services

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a Piggybacking Agreement for Health Benefits Consulting services from Orange County Contract Y19-1032 with RobinsonBush, Inc., for three (3) years with two (1 year) options with a not-to-exceed amount of \$301,752.

BACKGROUND:

Since 2012, LYNX has had a Health Benefits Consultant to help analyze costs, trends and work on RFP's as needed for its various health and welfare benefits. In an effort to reduce our costs for this service, it was determined to be more cost effective to piggyback from Orange County Government's health and welfare benefits consultant services contract which was originally done effective October 1, 2014.

In July of 2019 Orange County selected RobinsonBush to be its health benefits consultant through a competitive selection process. LYNX desires to consolidate these services under a piggyback agreement with Orange County Government with current monthly costs of \$8,382. By consolidating this requirement, LYNX will receive a significant cost savings for both the employee and LYNX.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

LYNX Oversight Committee Agenda

FISCAL IMPACT:

LYNX staff included \$100,584 in the FY2020 Operating Budget for an Employee Insurance Broker and its related consulting services as a component of medical expenses. Future years' budgets will reflect the costs associated with these services.

LYNX Oversight Committee Agenda

Oversight Committee Consent Agenda Item #6.E.

To: LYNX Oversight Committee

From: **Melanie Stanisic**
Deputy Director Of Risk Mgmt
Melanie Stanisic
(Technical Contact)

Phone: 407.841.2279 ext: 6167

Item Name: **Request for Proposal (RFP)**
Authorization to Exercise the First Option Year for Third Party Claims
Administration Services Contract 17-C10 Preferred Government Claims
Solutions (PGCS) and Increase the Contract Not-to-Exceed Amount (NTE)
to \$915,000.

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year for Third Party Claims Administration Services provided by Preferred Government Claims Solutions, Inc. (PGCS) and to increase the contract not-to-exceed (NTE) amount from \$735,000 to \$915,000.

BACKGROUND:

Preferred Government Claims Solutions, Inc. (PGCS) provides claim handling services for Workers' Compensation, General Liability, Auto Liability and Subrogation claims.

The Board approved the award of Contract #17-C10 for Third Party Claims Administration Services (PGCS) on November 20, 2016. The initial term of the contract was for three (3) years with two (2) one year options. The Board approved the contract not-to-exceed (NTE) from \$570,000 to \$735,000 on August 22, 2019, as a result of global settlements. This option year in increase in Not to Exceed is required for projected services into FY2020.

FISCAL IMPACT:

LYNX staff included \$124,000 for General Liability Professional Services and \$63,940 for Worker's Compensation Professional Services related to the management of claims.

LYNX Oversight Committee Agenda

Oversight Committee Consent Agenda Item #6.F.

To: LYNX Oversight Committee

From: **Albert Francis**
Chief Financial Officer
Tellis Chandler
(Technical Contact)
Warren Hersh
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: **Request for Proposal (RFP)**
Authorization to Execute MetroPlan Orlando's FY2019-2020 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement for Transit Planning Projects and the Florida Commission for Transportation Disadvantaged Funding in the Amount of \$700,000

Date: 10/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a pass-thru funding agreement with MetroPlan Orlando for planning funds in the amount of \$700,000 to conduct transit planning tasks as set forth in the FY2019/2020 Unified Planning Work Program (UPWP). The FY2019/20 planning funds comprised of the Federal Transit Administration (FTA) Section 5303 program funds in the amount of \$630,000 and the Florida Commission for the Transportation Disadvantaged (CTD) funds in the amount of \$70,000.

BACKGROUND:

MetroPlan Orlando is the metropolitan planning organization (MPO) for Orange, Osceola and Seminole Counties and is responsible for preparing and maintaining the Long Range Transportation Plan and all other related transportation plans required for the region to receive federal and state funding. LYNX is an active member of MetroPlan's transportation planning processes and committees, and receives funds passed through to MetroPlan Orlando for transit planning projects and studies.

Annually, the FTA and the CTD appropriate planning funds to MetroPlan Orlando. A portion of the Federal Metropolitan Planning Program (Section 5303) grant funds and Florida State funds are passed through to LYNX to specifically address planning activities identified according to the eight (8) major sections of the MetroPlan Orlando Unified Planning Work Program (UPWP), which include: 1.) Administration; 2.) Data Collection; 3.) Transportation Improvement Program

LYNX Oversight Committee Agenda

(TIP); 4.) Long Range Transportation Plan; 5.) Special Project Planning; 6.) Regional Planning; 7.) Public Participation; and 8.) System Planning. Additionally, state planning funds for transportation disadvantaged services managed by MetroPlan Orlando are passed through to LYNX.

LYNX staff has coordinated with MetroPlan Orlando to define various transportation planning activities programmed annually by federal, state and local governments into the FY 2019/2020 UPWP. This agreement is recurring with terms and conditions based on the annual funding allocations included in the regional Unified Planning Work Program adopted by the MetroPlan Orlando Board on May 9, 2018.

In addition to the 2019/2020 funds, the agreement with MetroPlan Orlando also includes carryforward funds in the UPWP as of June 30, 2019 for transit planning activities from the period of FY 2017/2018 and FY 2018/2019 as follows:

- FY 2017/2018 (FTA) - \$40,505.75
- FY 2018/2019 (FTA) - \$479,223.13

The agreement includes the following FY 2019/2020 LYNX planning activities:

- Transit System Monitoring – T-Best Ridership Forecasting; Various Ridership Surveys for multiple modes
- Transit Planning- Threat and Vulnerability Study (TVA) Update; Transit Development Plan Update; Concept of Operations (COA) for Autonomous Vehicle Demonstration on the LYMMO Bus Rapid Transit (BRT); and the Autonomous Vehicle Mobility Initiative (AVMI);
- Management & Operations- Continuity of Operations Plan (COOP) Update; Neighbor Link 5310 Ridership Surveys; LYNX Future Transit Plan; Organizational Structure; Facility Needs and Space Planning and LYNX Transit Asset Management (TAM) Plan;
- Smart Growth Planning- Intelligent Transportation System (ITS) Strategic Plan Update; Geographic Information Systems (GIS) Plan Update; Human Services Transportation Plan (HSTP) Implementation; and
- Transportation Disadvantaged Services Planning- Origin Destination Study for Demand Response.

Attached to this Consent Agenda Item is a copy of the FY2019/2020 proposed agreement with MetroPlan Orlando for transit planning activities. The total amount of the UPWP funds under this agreement shall not exceed \$1,219,728.88.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation is applicable for this activity.

LYNX Oversight Committee Agenda

FISCAL IMPACT:

LYNX staff has included \$1,219,729 in the FY2020 Approved Operating Budget for planning projects eligible for FTA's 5303 and the Florida Commission for the Transportation Disadvantaged funding.

THIS CONTRACT, by and between the Orlando Urban Area Metropolitan Planning Organization, d/b/a MetroPlan Orlando, A Regional Transportation Partnership, hereinafter referred to as "METROPLAN ORLANDO" and the Central Florida Regional Transportation Authority, d/b/a LYNX, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That for and in consideration of the mutual undertakings of the parties to this contract, METROPLAN ORLANDO and the CONTRACTOR hereby covenant and agree, each with the other, as follows:

1. That the CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2019/2020 Orlando Urban Area Unified Planning Work Program as outlined in the Scope of the Project and Budget which are attached to and made a part of this contract as Exhibit A, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed One Million Two Hundred Nineteen Thousand Seven Hundred Twenty-Eight Dollars and Eighty-Eight Cents (\$1,219,728.88). Of this amount, Six Hundred Thirty Thousand Dollars (\$630,000.00) shall be provided from the FTA FL-80-X014-00 grant for FY 2019/2020.
2. Four Hundred Seventy-Nine Thousand Two Hundred Twenty-Three Dollars and Thirteen Cents (\$479,223.13) shall be provided as carryforward funds from the FTA FL-80-X013-00 grant for FY 2018/2019 as of June 30, 2019.
3. Forty Thousand Five Hundred Five Dollars and Seventy-Five Cents (\$40,505.75) shall be provided as carryforward funds from the FTA FL-80-X012-00 grant for FY 2017/2018 as of June 30, 2019.
4. Seventy Thousand Dollars (\$70,000.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2019/2020 planning grant.
5. That the CONTRACTOR hereby covenants and agrees as follows:

A. Audit and Inspection

The CONTRACTOR shall permit, and require its subcontractors to permit, the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Florida Commission for the Transportation Disadvantaged (TD) or their authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and account of the CONTRACTOR, pertaining to the development of the Project. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to FTA, FDOT, TD or their authorized representatives at all times during the period of a specific Unified Planning Work Program and for five (5) years after final payment is made on a specific Unified Planning Work Program. Copies of these documents and records shall be furnished to FTA, FDOT, TD or their authorized representatives upon request.

The CONTRACTOR shall be responsible for obtaining Project audits in accordance with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular) 2 CFR 200, as well as Section 215.97, Florida Statutes (Florida Single Audit Act). CONTRACTOR shall provide a copy of any audit report and any

management letters to METROPLAN ORLANDO, and shall provide copies of audit reports for audits conducted in accordance with 2 CFR 200 to:

Federal Audit Clearinghouse (for Federal audits)
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

State of Florida Auditor General (for Florida Single Audit)
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

B. Supplemental Agreements

It is understood and agreed that, in order to permit Federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding. This Agreement shall not be amended or modified except by a writing signed by both parties. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior written or oral agreements relating to the matters set forth.

C. Restrictions, Prohibitions, Controls, and Labor Provisions

- (1) Compliance with Regulations. The CONTRACTOR shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation 49 CFR Part 21, as amended, which are herein incorporated by reference and made a part of this Agreement.
- (2) Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, advertising, layoff or termination, rates of pay or other forms of compensation or selection for training, including apprenticeship. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this Contract.
- (3) Non-Discrimination. The CONTRACTOR, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, religion, sex, national origin, or familial status in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in discrimination prohibited by 49 CFR §21.5, including employment practices when the contract covers a program set forth in 49 CFR Part 21, Appendix A.
- (4) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by

the CONTRACTOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, age or national origin.

(5) Disadvantaged Business Enterprises. Participation by Disadvantaged Business Enterprises: The CONTRACTOR shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONTRACTOR and any sub-consultant or contractor.

- a. Policy: It is the policy of METROPLAN ORLANDO that disadvantaged businesses, as defined by *49 Code of Federal Regulations*, shall have an opportunity to participate in the performance of METROPLAN ORLANDO contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.
- b. METROPLAN ORLANDO, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of METROPLAN ORLANDO in a non-discriminatory environment.

The CONTRACTOR shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as METROPLAN ORLANDO deems appropriate. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the *Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes*, and *Rule Chapter 14-78, Florida Administrative Code*.

It is understood and agreed that if the CONTRACTOR at any time learns that the certification it provided to METROPLAN ORLANDO in compliance with 49 CFR, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONTRACTOR shall provide immediate written notice to the Executive Director of METROPLAN ORLANDO. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, shall be included by the CONTRACTOR in all lower tier covered transactions and in all aforementioned federal regulation.

(6) Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, sanctions may be imposed as determined by the Secretary of Transportation, United States Department of Transportation or designate. Such sanctions may include withholding of funds, cancellation or termination or suspension of the contract in whole or in part.

- (7) E-Verify.
Vendors/Contractors:
- a. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - b. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- (8) Information and Reports. The CONTRACTOR shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the FHWA, the FTA, and METROPLAN ORLANDO to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the Department, the FHWA, the FTA, and METROPLAN ORLANDO, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (9) Exhibit B. A "Third Party Subcontractor" letter shall be completed as appropriate and forwarded to all subcontractors providing goods or services funded by Transportation Disadvantaged Trust Fund monies. Distribution of the letters should coincide with the execution date of the grant or contract. A copy of each letter shall be provided to METROPLAN ORLANDO and to the Commission for the Transportation Disadvantaged.
- (10) Incorporation of Provisions. The CONTRACTOR will include the provisions of Paragraphs (1) through (9) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

D. Interest of Members of Congress.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

E. Interest of CONTRACTOR.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services

required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be knowingly employed.

F. Prohibited Interests.

The CONTRACTOR shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in the Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

This provision shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories, or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

G. Assignability.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of METROPLAN ORLANDO thereto: provided, however, that claims for money due or to become due to the CONTRACTOR from METROPLAN ORLANDO under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished.

6. Funds Available. It is expressly understood and agreed that METROPLAN ORLANDO shall be bound by the terms of this contract only to the extent that there are FTA Section 5305(d) Funds or Transportation Disadvantaged planning funds available to perform its obligations hereunder.
7. The Project Budget. Prior to the execution of this agreement, a Project Budget shall be prepared and attached to this agreement as "Exhibit A." The CONTRACTOR shall maintain said budget, carry out the Project, and incur obligations against Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget or revision thereof shall be effective unless and until METROPLAN ORLANDO and the CONTRACTOR shall have approved the same in writing.
8. Accounting Records.
 - A. Costs Incurred for the Project. The CONTRACTOR shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of METROPLAN ORLANDO shall not be considered eligible costs. Determination of eligible costs shall meet all requirements of Federal Procurement Regulations Part 1-15 and 2 CFR 200.
 - B. Documentation of Project Costs. All costs charged to the Project including any approved services contributed by the CONTRACTOR or others, shall be supported as required by records, invoices, or vouchers evidencing in proper detail the nature and propriety of the

charges. A work progress report shall be submitted with the invoices by the CONTRACTOR and shall be an indication of that work performed by the CONTRACTOR for that time period.

9. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

In order to obtain any payment, the CONTRACTOR shall submit invoices on at least a quarterly basis to METROPLAN ORLANDO. METROPLAN ORLANDO shall in turn requisition the appropriate State and Federal agencies for CONTRACTOR charges within two weeks after receipt of the invoice. If for any reason payment to the CONTRACTOR cannot be made within sixty (60) days, then METROPLAN ORLANDO shall notify the CONTRACTOR of said reasons.

B. Prompt Payment

(1) METROPLAN ORLANDO requires that the CONTRACTOR shall, before receipt of any progress payment under the provisions of this contract, certify that the CONTRACTOR has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period, less any retainage withheld by the CONTRACTOR pursuant to an agreement with a subcontractor, as approved by the METROPLAN ORLANDO for payment. The METROPLAN ORLANDO shall not make any such progress payment before receipt of such certification, unless the CONTRACTOR demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors and suppliers.

(2) METROPLAN ORLANDO requires that the CONTRACTOR shall, within 30 days of receipt of the final progress payment or any other payments received thereafter, except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors or suppliers within such 30-day period.

C. METROPLAN ORLANDO'S Obligations. Subject to other provisions hereof, METROPLAN ORLANDO shall honor such requisitions in amounts and at times necessary to ensure the carrying out of the Project and the payment of all eligible costs thereof. However, notwithstanding any other provision of this Agreement, METROPLAN ORLANDO may elect by Notice of Termination issued pursuant to Section 7 to terminate this Agreement if:

(1) Misrepresentation. The CONTRACTOR shall have made misrepresentation of material nature with respect to any document or data furnished therewith or pursuant thereto.

(2) Litigation. There is then pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project. Pending litigation is defined as including only those lawsuits that have been formally filed.

- (3) Concurrence by METROPLAN ORLANDO. The CONTRACTOR shall have taken any action pertaining to the Project which under the established procedures requires the prior approval of METROPLAN ORLANDO or shall have proceeded to make related expenditures or incur related obligations without having been advised by METROPLAN ORLANDO that the same are satisfactory.
 - (4) Conflict of Interests. There has been any violation of the conflict of interest provisions contained herein.
 - (5) Default. The CONTRACTOR shall be in default under any of the provisions of the Agreement.
 - (6) Unavailability of Funds. FTA or TD funds are not available to perform their obligations hereunder.
- D. Disallowed Costs. In determining the amount of the financing payment, METROPLAN ORLANDO will exclude all Project costs incurred by the CONTRACTOR prior to the effective date of this agreement, costs incurred by the CONTRACTOR which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by METROPLAN ORLANDO.
- E. Cash Reimbursement. Cash reimbursement made for work accomplished on a Project element shall be made after the satisfaction by the CONTRACTOR of the in-kind contributions, if any, pledged to the Project.
- F. Audit Findings. The CONTRACTOR shall be responsible for those audit findings assessed against the CONTRACTOR'S elements of the Unified Planning Work Program.
10. Termination or Suspension
- A. Termination or Suspension Generally. If the CONTRACTOR abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in this Agreement or for any other reason, the commencement, prosecution, or timely completion of the Project by the CONTRACTOR is rendered improbable, unfeasible, impossible, or illegal, METROPLAN ORLANDO may, by written notice to the CONTRACTOR, terminate this Agreement. In the event of such termination, the CONTRACTOR shall be paid for all eligible costs and charges incurred up to the time notice of termination is received, and for any action received, and for any action required pursuant to the final termination notice.
 - B. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the CONTRACTOR shall proceed promptly to carry out the actions required therein, which may include any or all of the following:
 - (1) Cease from obligating new costs after the notice, except for incurring non-calculative costs for close-out of the Project.

- (2) Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed;
 - (3) Furnish a statement of the status of the Project activities and of the Project account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and
 - (4) Remit to METROPLAN ORLANDO such portion of the financing and any advance payment previously received as is due METROPLAN ORLANDO under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by METROPLAN ORLANDO or upon the failure of the CONTRACTOR to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the CONTRACTOR or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which METROPLAN ORLANDO may otherwise have arising out of this Agreement.
11. Remission of Project Account upon Completion of Project. Upon completion of the Project and, after payment, provision for payment, or reimbursement of all Project costs is made, the CONTRACTOR shall remit to METROPLAN ORLANDO any unexpended balance in the Project budget.
12. Reports, Maps and Other Documents. All reports, maps, and other documents completed through this Contract funded by FTA, other than documents prepared exclusively for internal use, shall carry the following notation:
- "The preparation of this report has been financed in part through a grant from the United States Department of Transportation under the provisions of Section 5305(d) of the Urban Mass Transportation Act of 1964 (as amended)"
- together with the date (month and year) the document was prepared and the name of the planning area concerned. The following statement shall be contained in the credit sheets of any publications prepared by the CONTRACTOR:
- "The opinions, findings, and conclusions expressed in this publication are those of the author and not the Department of Transportation, Federal Transit Administration."
13. Ownership of Documents. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.
14. Effective Date. This contract establishes the effective date of October 1, 2019, for the FTA funded work task items, and July 1, 2019, for the TD funded work task item, and recognizes the effective date of October 21, 2013, for the reapportionment of the Orlando Urban Area Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.

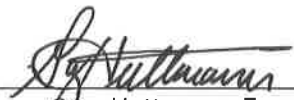
15. Term and Termination. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2020, unless a grant extension is approved by the FTA or FDOT. For the TD and Local funds, this Agreement shall terminate at midnight, June 30, 2020. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, METROPLAN ORLANDO has caused its name to be subscribed hereunto by its Executive Director, and the CONTRACTOR has caused this contract to be executed in its name by its Chief Executive Officer, being duly authorized to do so.

Witness



MetroPlan Orlando

By: 
_____ Gary Huttmann, Executive Director

Date: 9/30/19

Witness

Central Florida Regional
Transportation Authority

By: _____
James E. Harrison, Chief Executive Officer

Date: _____

Exhibit A - Project Scope & Budget
 Updated as of Budget Amendment #1

Central Florida Regional Transportation Authority Participation
 FY 2018/2019 Orlando Urban Area Unified Planning Work Program
 FTA & TD Funded Tasks for FY 2018/2019

Element	Element Description	Estimated Work/Cash Reimbursement				Total
		FTA X012-00	FTA X013-00	FTA X014-00	TD	
210	Transit System Monitoring	\$ 60,000.00	\$ 70,000.00			\$ 130,000.00
810	Transit Planning	\$ 19,847.00	\$ 200,120.00	\$ 250,000.00		\$ 469,967.00
820	Management & Operations	\$ 20,658.75	\$ 74,963.13	\$ 100,000.00		\$ 195,621.88
840	Smart Growth Planning		\$ 50,000.00	\$ 100,000.00		\$ 150,000.00
850	Transportation Disadvantaged Planning		\$ 94,140.00	\$ 110,000.00	\$ 70,000.00	\$ 274,140.00
TOTALS:		\$ 40,505.75	\$ 479,223.13	\$ 630,000.00	\$ 70,000.00	\$ 1,219,728.88

MetroPlan Orlando/Central Florida Regional Transportation Authority
Fiscal Year 2019/2020 Unified Planning Work Program
Pass-thru Funding Agreement

Exhibit B
Form Letter

July 1, 2019
Third Party Subcontractor
Address
City, State, Zip

Dear Subcontractor:

As a contracted operator in the Central Florida Regional Transportation System, you are entitled to prompt payment for services funded by the Commission for the Transportation Disadvantaged Trust Fund as outlined in the Planning Grant executed between the Commission and the DOPA as follows:

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

If you feel that the Designated Official Planning Agency is not fulfilling the obligations as outlined in the above paragraph, you can seek assistance through the Commission for the Transportation Disadvantaged Ombudsman Program Helpline at 1-800-983-2435 (TTY 1-800-648-6084). In addition, a Vendor Ombudsman at the Department of Financial Services may be contacted at (850) 413-5516 or toll free (800) 342-2762 for assistance.

Sincerely,

Johnny L. Planner
Super Florida Planning Agency
Designated Official Planning Agency

Cc: Steve Holmes, Executive Director
Florida Commission for the Transportation Disadvantaged

EXHIBIT C

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

TITLE: Florida Commission for the Transportation Disadvantaged Planning Grant Pass-Through Funds

AMOUNT: \$70,000

COMPLIANCE REQUIREMENTS:

Allowed Activities: The TD Planning Grant is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO) as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Application and Policy Manual for Transportation Disadvantaged Planning Related Services; and as further described in this Agreement and in Exhibit A attached hereto and by this reference made a part thereof.

The TD grant pass-through funds are intended to fund the preparation of the Annual Operating Report, the updating of the Memorandum(s) of Agreement, the preparation of the Transportation Disadvantaged Service Plan, and the application for the Trip Equipment Grant from the FCTD, as enumerated in UPWP Task Number 850.

Allowable Cost: See above and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such State funding by virtue of being the metropolitan planning organization's appointed Community Transportation Coordinator. Powers and duties of the CTC are established in Chapter 427, F.S. and Rule 41-02. Task 850 of the UPWP defines allowed tasks such as:

- Preparation of the Transportation Disadvantaged element of the area's TIP
- Development and annual update of the Transportation Disadvantaged Service Plan
- Annual performance evaluation of the CTC by the Coordinating Board
- Maintaining of LCB grievance procedures, bylaws and other tasks required by Chapter 427, F.S.

Matching: There is no matching requirement under this grant.

EXHIBIT D

Federal resources awarded to the Recipient pursuant to this Agreement consist of the following:

FEDERAL AGENCY: Federal Transit Administration, Department of Transportation

AUTHORIZATION: 49 U.S.C. 5303

CFDA #: 20.505 Federal Transit Metropolitan Planning Grants

COMPLIANCE REQUIREMENTS:

Allowed Activities: The FTA Federal Transit Metropolitan Planning Grant provides financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO,) as set forth in Chapter 427, Florida Statutes.

The FTA grant pass-through funds are intended to fund work performed on a number of UPWP tasks

Allowable Cost: \$40,505.75 from FTA FL-80-X012-00, \$479,223.13 from FTA FL-80-X013-00, \$630,000 from FTA FL-80-X014-00 and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: FTA Metropolitan Planning Grant Funds are administered and disbursed to metropolitan planning organizations under the current FAST Act Federal legislation.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such Federal funds by virtue of being the region's transportation authority, the Community Transportation Coordinator, and having access to data and manpower to complete a number of tasks in the UPWP, as follows:

1. Collect data regarding bus route passengers carried, operating costs, travel time, vehicle miles, and headways by hour of the day, as well as additional criteria established by FTA.
2. Update the 5-yr. Short-Range Transit Development Plan to accurately reflect existing and future conditions;
3. Promote safety and security in the transportation planning process;
4. Update evaluation of data collection and measurement in the TRB Transit Capacity and Quality of Service Manual and the FDOT Florida MPO Transit Quality of Service Evaluation Guide.
5. Review and update the Continuity of Operations Plan (COOP).
6. Comply with the requirements of the Americans with Disabilities Act of 1990 to provide paratransit services to individuals who cannot access the fixed route system as well as look at employment, facilities and communications needs.
7. Plan updates, training and recertification, community outreach and marketing in connection with specialized transit services planning.
8. perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business

Matching: METROPLAN ORLANDO will provide the 10% Local match for all UPWP work tasks performed by the beneficiary under this contract.

LYNX Oversight Committee Agenda

Oversight Committee Discussion Item #7.A.

To: LYNX Oversight Committee

From: Albert Francis
Chief Financial Officer
Leonard Antmann
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: New Legislation Regarding Auditor Selection

Date: 10/23/2019

ACTION REQUESTED:

Tiffany Homler Hawkins, Chief Administrative Officer, will outline the new state legislation regarding an auditor selection committee.

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523 "long-term debt" means any agreement or series of agreements to
524 pay money, which, at inception, contemplate terms of payment
525 exceeding 1 year in duration.

526 Section 14. Present subsection (3) of section 218.33,
527 Florida Statutes, is renumbered as subsection (4), and a new
528 subsection (3) is added to that section, to read:

529 218.33 Local governmental entities; establishment of
530 uniform fiscal years and accounting practices and procedures.—

531 (3) Each local governmental entity shall establish and
532 maintain internal controls designed to:

533 (a) Prevent and detect fraud, waste, and abuse as defined
534 in s. 11.45(1).

535 (b) Promote and encourage compliance with applicable laws,
536 rules, contracts, grant agreements, and best practices.

537 (c) Support economical and efficient operations.

538 (d) Ensure reliability of financial records and reports.

539 (e) Safeguard assets.

540 Section 15. Subsections (2), (3), and (4) of section
541 218.391, Florida Statutes, are amended, and subsection (9) is
542 added to that section, to read:

543 **218.391 Auditor selection procedures.—**

544 (2) The governing body of a ~~charter~~ county, municipality,
545 special district, district school board, charter school, or
546 charter technical career center shall establish an auditor
547 selection ~~audit~~ committee.

548 (a) The auditor selection committee for a ~~Each noncharter~~
549 county ~~must~~ shall establish an audit committee that, at a
550 minimum, ~~shall~~ consist of each of the county officers elected
551 pursuant to the county charter or s. 1(d), Art. VIII of the

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552 State Constitution, or their respective designees ~~a designee,~~
553 and one member of the board of county commissioners or its
554 designee.

555 (b) The auditor selection committee for a municipality,
556 special district, district school board, charter school, or
557 charter technical career center must consist of at least three
558 members. One member of the auditor selection committee must be a
559 member of the governing body of an entity specified in this
560 paragraph, who shall serve as the chair of the committee.

561 (c) An employee, a chief executive officer, or a chief
562 financial officer of the county, municipality, special district,
563 district school board, charter school, or charter technical
564 career center may not serve as a member of an auditor selection
565 committee established under this subsection; however, an
566 employee, a chief executive officer, or a chief financial
567 officer of the county, municipality, special district, district
568 school board, charter school, or charter technical career center
569 may serve in an advisory capacity.

570 (d) The primary purpose of the auditor selection ~~audit~~
571 committee is to assist the governing body in selecting an
572 auditor to conduct the annual financial audit required in s.
573 218.39; however, the ~~audit~~ committee may serve other audit
574 oversight purposes as determined by the entity's governing body.
575 The public ~~may shall~~ shall not be excluded from the proceedings under
576 this section.

577 (3) The auditor selection ~~audit~~ committee shall:

578 (a) Establish factors to use for the evaluation of audit
579 services to be provided by a certified public accounting firm
580 duly licensed under chapter 473 and qualified to conduct audits

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581 in accordance with government auditing standards as adopted by
582 the Florida Board of Accountancy. Such factors shall include,
583 but are not limited to, ability of personnel, experience,
584 ability to furnish the required services, and such other factors
585 as may be determined by the committee to be applicable to its
586 particular requirements.

587 (b) Publicly announce requests for proposals. Public
588 announcements must include, at a minimum, a brief description of
589 the audit and indicate how interested firms can apply for
590 consideration.

591 (c) Provide interested firms with a request for proposal.
592 The request for proposal shall include information on how
593 proposals are to be evaluated and such other information the
594 committee determines is necessary for the firm to prepare a
595 proposal.

596 (d) Evaluate proposals provided by qualified firms. If
597 compensation is one of the factors established pursuant to
598 paragraph (a), it shall not be the sole or predominant factor
599 used to evaluate proposals.

600 (e) Rank and recommend in order of preference no fewer than
601 three firms deemed to be the most highly qualified to perform
602 the required services after considering the factors established
603 pursuant to paragraph (a). If fewer than three firms respond to
604 the request for proposal, the committee shall recommend such
605 firms as it deems to be the most highly qualified.

606 (4) The governing body shall inquire of qualified firms as
607 to the basis of compensation, select one of the firms
608 recommended by the auditor selection ~~audit~~ committee, and
609 negotiate a contract, using one of the following methods:

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610 (a) If compensation is not one of the factors established
611 pursuant to paragraph (3)(a) and not used to evaluate firms
612 pursuant to paragraph (3)(e), the governing body shall negotiate
613 a contract with the firm ranked first. If the governing body is
614 unable to negotiate a satisfactory contract with that firm,
615 negotiations with that firm shall be formally terminated, and
616 the governing body shall then undertake negotiations with the
617 second-ranked firm. Failing accord with the second-ranked firm,
618 negotiations shall then be terminated with that firm and
619 undertaken with the third-ranked firm. Negotiations with the
620 other ranked firms shall be undertaken in the same manner. The
621 governing body, in negotiating with firms, may reopen formal
622 negotiations with any one of the three top-ranked firms, but it
623 may not negotiate with more than one firm at a time.

624 (b) If compensation is one of the factors established
625 pursuant to paragraph (3)(a) and used in the evaluation of
626 proposals pursuant to paragraph (3)(d), the governing body shall
627 select the highest-ranked qualified firm or must document in its
628 public records the reason for not selecting the highest-ranked
629 qualified firm.

630 (c) The governing body may select a firm recommended by the
631 audit committee and negotiate a contract with one of the
632 recommended firms using an appropriate alternative negotiation
633 method for which compensation is not the sole or predominant
634 factor used to select the firm.

635 (d) In negotiations with firms under this section, the
636 governing body may allow a designee to conduct negotiations on
637 its behalf.

638 (9) If the entity fails to select the auditor in accordance

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639 with the requirements of subsections (3)-(6), the entity must
640 again perform the auditor selection process in accordance with
641 this section to select an auditor to conduct audits for
642 subsequent fiscal years.

643 Section 16. Paragraph (e) of subsection (4), paragraph (d)
644 of subsection (5), and paragraph (d) of subsection (6) of
645 section 373.536, Florida Statutes, are amended to read:

646 373.536 District budget and hearing thereon.—

647 (4) BUDGET CONTROLS; FINANCIAL INFORMATION.—

648 (e) ~~By September 1, 2012,~~ Each district shall provide a
649 monthly financial statement in the form and manner prescribed by
650 the Department of Financial Services to the district's governing
651 board and make such monthly financial statement available for
652 public access on its website.

653 (5) TENTATIVE BUDGET CONTENTS AND SUBMISSION; REVIEW AND
654 APPROVAL.—

655 (d) Each district shall, by August 1 of each year, submit
656 for review a tentative budget and a description of any
657 significant changes from the preliminary budget submitted to the
658 Legislature pursuant to s. 373.535 to the Governor, the
659 President of the Senate, the Speaker of the House of
660 Representatives, the chairs of all legislative committees and
661 subcommittees having substantive or fiscal jurisdiction over
662 water management districts, as determined by the President of
663 the Senate or the Speaker of the House of Representatives, as
664 applicable, the secretary of the department, and the governing
665 body of each county in which the district has jurisdiction or
666 derives any funds for the operations of the district. The
667 tentative budget must be posted on the district's official

LYNX Oversight Committee Agenda

Oversight Committee Discussion Item #7.B.

To: LYNX Oversight Committee

From: Albert Francis
Chief Financial Officer
Leonard Antmann
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Cherry Bekaert Presentation on FY2019 Audit Plan

Date: 10/23/2019

ACTION REQUESTED:

Cherry Bekaert will provide a presentation on the FY2019 audit plan.



*Audit Committee Planning
Communications
October 23, 2019*

Year Ending September 30, 2019



CONTENTS

- ▶ Conduct of the audit
- ▶ Communications
- ▶ Engagement team
- ▶ Audit status and timing
- ▶ Areas of audit emphasis

CONDUCT OF THE AUDIT

- ▶ Our engagement letters provide the nature, timing, and extent of planned testing and reporting and level of assurance provided, including reporting on the fairness of:
 - financial statement presentation,
 - federal and state Single Audits, and
 - agreed-upon procedures prescribed by the Federal Transit Administration for Federal Funding Allocation Statistics forms in the LYNX National Transit Database (NTD) report.

COMMUNICATIONS

- ▶ Our procedures will include collaboration with CB Government Services Group, industry specific programs and open, continuous discussions with LYNX personnel
- ▶ Exit during early March 2020 with LYNX management to discuss audit results, our reports and the financial statements
- ▶ Communication with the Audit Committee and Board of Directors to present final results, anticipated during March 2020

ENGAGEMENT TEAM

- ▶ Lead Engagement Partner
 - Ron Conrad, CPA
- ▶ Quality Review Partner
 - John Gilberto
- ▶ Senior Manager
 - Brian Liffick, CPA
- ▶ Senior Auditors
 - Ethan Lobello, CPA
 - Natalie Spradling, CPA
 - Bryan Harman, CPA
 - John Rounds, CPA

AUDIT STATUS AND TIMING

- ▶ Internal control analysis testing – Completed in August
- ▶ Information technology review and Single Audit procedures – Started in August, to be completed in January
- ▶ Year end financial statement audit procedures – January and February
- ▶ National Transit Database agreed-upon procedures and report – January
- ▶ Issuance of financial statements and related reports – March

AREAS OF AUDIT EMPHASIS

- ▶ Federal Transit Administration and Florida Department of Transportation compliance requirements
 - Updated compliance supplement with pick 6 concept
- ▶ Agreed-upon procedures NTD information requirements
- ▶ Fuel hedge accounting and disclosures
- ▶ Self-insurance obligations and related contingencies
- ▶ Pension and OPEB accounting and disclosures
- ▶ Accounting for federal, state and local funding
- ▶ New agreements or operational developments

QUESTIONS?



LYNX Oversight Committee Agenda

Oversight Committee Discussion Item #7.C.

To: LYNX Oversight Committee

From: Tomika Monterville
Director Of Plan & Develop
Tomika Monterville
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Pass Program Policy

Date: 10/23/2019

ACTION REQUESTED:

Tomika Monterville, Director of Planning and Development will provide a presentation on the pass program.

Presentation materials will be distributed at the meeting.

LYNX Oversight Committee Agenda

Oversight Committee Discussion Item #7.D.

To: LYNX Oversight Committee

From: **Norman Hickling**
Director Of Mobility Services
Selita Stubbs
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Presentation of Mobility Services Policy Level Options for FY2020 Budget Mitigation

Date: 10/23/2019

ACTION REQUESTED:

Presentation on Mobility Services Policy Level Options for program and budget mitigation for the FY20 budget period. Specific discussion regarding Transportation Disadvantage trip prioritization and hours of operation.

BACKGROUND:

On July 25, 2019 Mobility Services Management presented a complete overview of potential operations and policy level service mitigation alternatives for Mobility Services during the FY2020 period. The presentation was based on analysis and lessons learned during the FY18 period. During the briefing the Chair and Committee Members asked for continued dialog regarding specific recommendations.

Mobility Services will provide briefings of specific Policy Level Options over the course of several meetings beginning with a discussion of Transportation Disadvantage (TD) Trip Prioritization and Hours of Operations.

Presentation materials will be distributed at the meeting.